

A. G. Contract No. KR900844TRD
ECS File: JPA-90-49
Project: Economic Strength Funds
Section: Huachuca City

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF HUACHUCA CITY

THIS AGREEMENT is entered into 19 June, 1990,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
TOWN OF HUACHUCA CITY, acting by and through its Town Council
(the "Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-1895.03 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The Town is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the Town.

3. In accordance with Arizona Revised Statutes 48-1513
and 28-1895 et seq, the Town has requested Economic Strength
Project (ESP) funds; the Arizona Department of Commerce and the
Economic Development Commission have recommended the approval
of such funds for the Town, and the Transportation Board has
approved such funding, to construct improvements to Skyline
Drive, in support of obtaining a materials recovery facility in
the Town, hereinafter referred to as the Project, in the amount
of \$100,000.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

NO. <u>14814</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>6/19/90</u>
<u>Dion Shumway</u> Secretary of State
By <u>Vic J. Greenwell</u>

II. SCOPE

1. The Town will:

a. Attract a materials recovery facility to the Town. Provide the State a written agreement or letter of intent evidencing the commitment of the facility to open in the Town.

b. Commit a minimum of \$150,000 to the Project. Call for bids and award one or more construction contracts for appurtenant roadways in support of the Project. Administer same and make all payments thereunder. Be responsible for any contractor claims for extra compensation. Provide the State a copy of the executed contract(s). Provide maintenance to the Project upon completion and acceptance.

c. Invoice the State for ESP funds (Arizona Department of Transportation, ATTN: Director, Administrative Services Division, 206 S. 17th Avenue, Room 200 B, Phoenix, AZ 85007), in the amount of \$100,000.

d. Provide the State written reports of all ESP fund expenditures, supported by invoices, receipts or other suitable documentation, and a final accounting report no later than thirty (30) days after ESP funds are fully expended, or upon completion of the Project, whichever is sooner. Reimburse the State any funds received under this agreement which are expended and subsequently disallowed by the State.

e. Provide the State (Arizona Department of Commerce, ATTN: Assistant Director, 3800 N. Central Avenue, Suite 1500, Phoenix, AZ 85004) one year after completion of the Project a written Economic Impact Report outlining the impact of the Project, to include jobs created, jobs retained and related data.

2. The State will:

Within thirty (30) days after receipt and approval of the contract(s) and invoice, advance the Town ESP funds in the amount of \$100,000.

III. MISCELLANEOUS PROVISIONS

1. The Town agrees to indemnify and save harmless the State, or any of its departments, agencies, officers, or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or non-performance by the State of any of the provisions of this agreement.

2. The total amount of State funds expended under this agreement shall not exceed ninety (90) percent of the total Project cost. Should the Project not be completed, be partially completed, or be completed at a lower cost than the advanced amount, or for any other reason should any of these ESP funds not be expended, a proportionate amount of the State funds provided under this agreement shall be reimbursed to the State.

3. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

4. This agreement shall become effective upon filing with the Secretary of State.

5. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

6. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

7. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518 (B) and (C).

8. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Director, Transportation Planning
206 South 17 Avenue, Room 300B
Phoenix, AZ 85007

Town of Huachuca City
500 N. Gonzales Blvd.
Huachuca City, AZ 85616

9. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

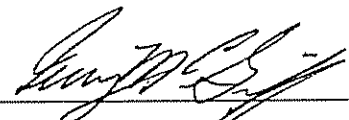
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

TOWN OF HUACHUCA CITY

STATE OF ARIZONA


Department of Transportation

By



Town Clerk
Title

By

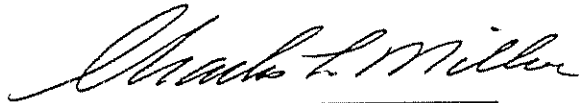


HARRY A. REED
Director, Transportation
Planning Division

RESOLUTION

BE IT RESOLVED on this 9th day of April 1990, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Transportation Planning Division, to enter into an agreement with the Town of Huachuca City, for the purpose of defining responsibilities for the administration of Economic Strength Project pass through funds in the amount of \$100,000.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted for approval and execution by the Transportation Planning Division Director.

A handwritten signature in cursive script, reading "Charles L. Miller".

CHARLES L. MILLER, Director
Arizona Department of
Transportation

A Designated Bicentennial Community



TOWN OF HUACHUCA CITY

The Sunset City



500 NORTH GONZALES BOULEVARD, HUACHUCA CITY, ARIZONA 85616 • (602) 456-1354

RESOLUTION NO. 90-009

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, ADOPTING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA AND THE TOWN OF HUACHUCA CITY FOR RECEIPT OF ECONOMIC STRENGTH FUNDS FOR CONSTRUCTION OF SKYLINE DRIVE.

WHEREAS, the Town of Huachuca City, Cochise County, Arizona has requested Economic Strength Project (ESP) funds to construct an extension of Skyline Drive, and

WHEREAS, the Arizona Department of Transportation has agreed to provide such funds,

NOW, THEREFORE, BE IT RESOLVED, that the Town of Huachuca City, Cochise County, Arizona does hereby adopt an Intergovernmental Agreement between the State of Arizona and the Town of Huachuca City for receipt of Economic Strength Project funds for construction of an extension of Skyline Drive.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Huachuca City, Cochise County, Arizona this 24th day of May, 1990.

ATTEST:

MAYOR

TOWN CLERK

APPROVED AS TO FORM:

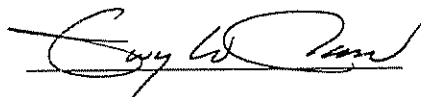
TOWN ATTORNEY

JPA 90-49

APPROVAL OF THE TOWN ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the TOWN OF HUACHUCA CITY and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

DATED this 8th day of May, 1990.

A handwritten signature in dark ink, appearing to read "Gay W. [unclear]", written over a horizontal line.

Town Attorney



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert R. Corbin

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. KR90-0844-TRD, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 11th day of June, 1990.

ROBERT K. CORBIN
Attorney General

A handwritten signature in dark ink, appearing to read "James R. Redpath", is written over the typed name.

JAMES R. REDPATH
Assistant Attorney General
Transportation Division

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